

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THOMAS JERMYN, on behalf of himself	:
and all others similarly situated,	: CIVIL ACTION NO. 08 CV 00214
	:
Plaintiff,	: ECF ACTION
	:
-against-	: <b>DECLARATION OF</b>
	: <b>CYNTHIA COX-FEENEY</b>
BEST BUY STORES, L.P.,	: <b>IN SUPPORT OF BEST BUY STORES,</b>
	: <b>L.P.'S MEMORANDUM OF LAW</b>
Defendant.	: <b>IN OPPOSITION TO PLAINTIFF'S</b>
	: <b>MOTION FOR CLASS CERTIFICATION</b>
	: <b>FILED UNDER SEAL</b>
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Pursuant to 28 U.S.C. § 1746, Cynthia Cox-Feeney hereby declares as follows:

1. My name is Cynthia Cox-Feeney. I am a Senior Pricing Analyst at Best Buy corporate headquarters in Richfield, Minnesota. My job duties entail overseeing the implementation of and revisions to Best Buy's Price Match Guarantee.

2. Attached to this Declaration as Exhibit 1 is a true and correct copy of The Best Buy Price Guarantee Customer FAQs, Bates number BBJM000174, that went into effect in August 2006 and is still in effect today.

3. Attached to this Declaration as Exhibit 2 is a true and correct copy of The Best Buy Price Guarantee Customer FAQs brochure backer, Bates number BBJM000080.

4. Attached to this Declaration as Exhibit 3 is a true and correct copy of the July 2005, Volume 1 "Best Buy Training Tales," Bates numbers BBJM000418 to BBJM000437.

5. Attached to this Declaration as Exhibit 4 is a true and correct copy of the language included on the "nine panel" (nine-feet-by-nine-feet) sign displayed in Best Buy stores containing Best Buy policies, including the Price Match Guarantee, Bates number BBJM015431.

7. Attached to this Declaration as Exhibit 6 is a true and correct copy of a PowerPoint presentation containing Loyalty One Survey data, Bates numbers BBJM000013 to BBJM000019.

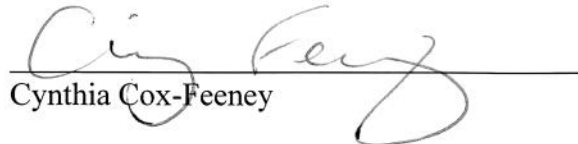
8. Attached to this Declaration as Exhibit 7 is a true and correct copy of an internal Best Buy survey document, Bates number BBJM000097.

9. Attached to this Declaration as Exhibit 8 is a true and correct copy of an internal Best Buy survey document titled "Components of the Price Match Policy/Low Price Guarantee," Bates numbers BBJM000042 to BBJM000045.

10. Attached to this Declaration as Exhibit 9 is a true and correct copy of a document entitled "Proposal to Revise Price Match Policy," dated May 25, 2005, Bates numbers BBJM000872 to BBJM000884.

11. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed in Richfield, Minnesota, this 25th day of June, 2008.

  
Cynthia Cox-Feeney

**EXHIBIT NO. 1**

## The Best Buy Price Guarantee Customer FAQs



©2008 Best Buy Co., Inc.

### Two more great reasons to buy with confidence at Best Buy

If you are about to make a purchase and discover a lower advertised price offered by a local retail competitor on the same available brand and model, let us know and we'll match that price on the spot.

Already bought? We'll refund you the price difference, plus an additional 10% of that difference, up to \$200, after your purchase (14 days on select categories). Either way, simply bring in proof of price while that lower price is in effect.

Exclusions apply. See details below.

### Exclusions

The Best Buy Price Guarantee does not apply to our or our competitor's fees, sales, limited quantity items, open box items, clearance items, mail-in rebates, financing or bundle offers. The policy does not apply to geographical areas or a competitor's price that results from a price match.

### What is considered a local retail competitor?

A retail store located in the same market area as your local Best Buy store.

### What is considered "proof" of price?

If you have already purchased the item, the best way to show proof of price is to bring in your original Best Buy receipt, plus the competitor's current ad. We reserve the right to call the competitor's store to verify the lower price and availability of the item.

### How do you handle a price match if the Best Buy price includes a promotional offer such as a free gift card or rebate?

The Best Buy net purchase price is calculated by deducting the value of all instant and mail-in rebates such as rebates, free gifts and promotional gift cards. Existing rebates and free offers associated with a product purchased at Best Buy will not apply to price match. Proof of purchase is required.

### How do you handle a price match if the competitor's price includes a rebate, gift card or other promotional offer?

The competitor's net purchase price is calculated by deducting instant discounts taken at the register such as instant rebates, mail-in rebates and other delayed savings are not deducted from the competitor's purchase price.

### What if the competitor does not have the item in stock or has limited quantities of the product?

Sometimes a retailer will advertise a very low price for a product but have only limited quantities in stock. If the item is out of stock or the competitor has limited quantities of an item, it is not eligible for price matching. However, if Best Buy has a product that is advertised or being limited in quantity it will not be eligible for price matching.

### Are Best Buy services eligible for price matching?

Due to the differences in services being performed, Best Buy does not match competitors' service prices. This includes, but is not limited to, services such as delivery, installation and computer services.

### What does it mean not to match a competitor's price that results in a price match?

Best Buy will not price match to a local competitor's price that has already been reduced by a price match.

### Can I have my price match request processed over the phone or online?

We are currently not able to process your request over the phone or online. However, if you have questions regarding the policy, call our Customer Care Center anytime at 1-888-BestBuy or visit BestBuy.com.

### What if I find a lower price at another Best Buy store or on BestBuy.com?

If an item you purchased at Best Buy is advertised at a lower price at another Best Buy store in your local area or on BestBuy.com within 30 days of your original receipt purchase (14 days for select categories), we will refund you 100% of the price difference. Simply bring in your original Best Buy receipt to the outdoor store counter where that lower price is still in effect. Clearance items, special items or Web-only items where advertised on BestBuy.com are not eligible for price matching.

### What is a "Web-exclusive offer?"

It is a product or service that is only offered to online buyers.

### Does Best Buy match prices of internet retailers?

If you made your purchase in a Best Buy store and you find an internet retailer with a lower retail price, bringing in your online price will match their price plus 10% of the difference. Internet-only retailers are exempt from our price matching program, as well as Web-exclusive offers. If your item must be the same brand and model, and currently in stock at the competitor's store, for purchases made online at BestBuy.com, please refer to the Online Price Guarantee on BestBuy.com.

\* Select categories include desktop computers, notebooks, projectors, monitors, camcorders, digital cameras, reader, desktop and video games purchased as used.



BestBuy.com

**EXHIBIT NO. 2**



**Two more great reasons to buy with confidence at Best Buy.**

If you are about to make a purchase and discover a lower advertised price offered by a local retail competitor on the same model, brand and model, let us know and we'll match their price on the spot.

Already bought? No! We'll refund you the price difference, plus an additional 10% of that difference, up to 30 days after your purchase (14 days for select categories).

Either way, simply bring in proof of price while that lower price is in effect.

Exclusions apply. See details below.

**Exclusions:**

The Best Buy Price Guarantee does not apply to our own competitive price offers, limited quantity items, open box items, clearance items, mail-in incentives, financing or bundle offers. The policy does not apply to typographical errors or a competitor's price that results from a price match.

**What is considered a local retail competitor?**

A retail store located in the same market area as your local Best Buy store.

**What is considered "proof" of price?**

If you have already purchased the item, the best way to show proof of price is to bring in your original Best Buy receipt, plus the competitor's current ad. We reserve the right to call the competitor's store to verify the lower price and availability of the item.

**How do you handle a price match if the Best Buy price includes a promotional offer such as a free gift card or rebate?**

The Best Buy net purchase price is calculated by deducting the value of all instant and mail-in discounts such as rebates, free offers and promotional gift cards. Existing rebates and free offers associated with a product purchased at Best Buy will not apply if a price match is executed.

**How do you handle a price match if the competitor's price includes a rebate, gift card or other promotional offer?**

The competitor's net purchase price is calculated by deducting instant discounts taken at the register such as instant rebates. Mail-in rebates and other deferred savings are not deducted from the competitor's purchase price.

**What if the competitor does not have the item in stock or has limited quantities of the product?**

Sometimes a retailer will advertise a very low price for a product but have only limited quantities in stock. If the item is out of stock or the competitor has limited quantities of an item, it is not eligible for price matching. Likewise, if Best Buy has a product that is advertised as being limited in quantity it will not be eligible for price matching.

**Are Best Buy services eligible for price matching?**

Due to the differences in services being performed, Best Buy does not match competitors' service prices. This includes, but is not limited to, services such as delivery, installation and computer services.

**What does it mean not to match a competitor's price that results in a price match?**

Best Buy will not price match to a local competitor's price that has already been reduced by a price match.

**Can I have my price match request processed over the phone or online?**

We are currently not able to process your request over the phone or online. However, if you have questions regarding the policy, call our Customer Care Center anytime at 1-888-BestBuy or visit BestBuy.com.

**What if I find a lower price at another Best Buy store or on BestBuy.com?**

If an item you purchased at Best Buy is advertised at a lower price at another Best Buy store in your local area or on BestBuy.com within 30 days of your original purchase (14 days for select categories), we will refund you 100% of the price difference. Simply bring in your original Best Buy receipt to the customer service counter while that lower price is still in effect. Clearance items, open box items or Web-exclusive offers advertised on BestBuy.com are not eligible for price matching.

**What is a "Web-exclusive offer?"**

It is a product or a price that is only offered to online buyers.

**Does Best Buy match prices of internet retailers?**

If you made your purchase in a Best Buy store and you find an Internet retailer with a local retail store honoring its own online price, we'll match their price, plus 10% of that difference. Internet-only retailers are exempt from our price matching program, as well as Web-exclusive offers. Eligible items must be the same brand and model, and currently in stock at the competitor's store. For purchases made online at BestBuy.com, please refer to the Online Price Guarantee on BestBuy.com.

*\*Select Categories include desktop computers, notebooks, projectors, monitors, camcorders, digital cameras, radar detectors and video games purchased as used.*

1941-0090245

# The Best Buy Price Guarantee Customer FAQs

Please reorder  
The Best Buy Price Guarantee  
Customer FAQs Brochure

1941-0090245

**EXHIBIT NO. 3**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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**EXHIBIT NO. 3**

**CONFIDENTIAL INFORMATION  
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CASE NO. 08-CV-00214  
(JUDGE COLLEEN MCMAHON)  
THIS ENVELOPE IS NOT TO BE OPENED NOR THE  
CONTENTS THEREOF DISPLAYED, COPIED OR REVEALED**

**ROBINS, KAPLAN, MILLER & CIRESI L.L.P.**  
Anne M. Lockner (admitted *pro hac vice*)  
Jennifer G. Daugherty (admitted *pro hac vice*)

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Tel: (612) 349-8500  
Fax: (612) 339-4181

ATTORNEYS FOR DEFENDANT  
BEST BUY STORES, L.P.



**EXHIBIT NO. 4**

## Best Buy policies

Your original receipt is required for all returns, exchanges, price matches and warranty repair services. Refer to our complete policy available at our customer service desk.

### 30-day return period

We accept returns or exchanges 30 days from the original purchase. Please review the details below.

### 14-day return period

We accept returns or exchanges 14 days from the original purchase on computers, monitors, printers, network computers, projectors, camcorders, digital cameras and radar detectors.

### restocking fee

Unless defective, a restocking fee of 15% will be charged on opened notebook computers, camcorders, digital cameras, radar detectors, GPS/navigation, laser video systems and projectors. Unless defective, a restocking fee of 25% will be charged on Special Order products, including appliances.

### missing item or damaged product fee

A missing item or damaged product fee will be charged for any product missing its original box, packaging material, cables, accessories and/or manuals; any product not in "like new" condition.

### open item exclusion

The following items, if opened or defective, are only eligible for an item exchange or the similar product: computer software, music, video games, and music.

Best Buy reserves the right to deny any return.

### warranty information

Copies of Manufacturer's Warranty are available on request.

### end user license agreement

End User Software License Agreements may be available for review on request.

### privacy policy

If you are interested in learning more about our privacy practices, please contact Best Buy at 1-888-353-BUY or visit [www.bestbuy.com](http://www.bestbuy.com).

### price guarantee\*

Two more great reasons to buy with confidence. If you're about to buy and discover a lower price than ours, let us know and we'll match that price on the spot. Already bought? We'll refund you the price difference, plus an additional 10% of that difference - up to 20 days after your purchase (14 days on our computers); please refer to the "14-day return period" section. In other cases, simply bring in proof of the price on the same exact date and model, from a local retail competitor.

\*Exclusions apply. For full details, pick up our Price Guarantee brochure at our customer service desk, or visit [www.bestbuy.com](http://www.bestbuy.com).



Policies of BestBuy.com may vary from our in-store policies. Please see BestBuy.com for details.

Las políticas de BestBuy.com pueden diferir de las políticas de nuestras tiendas. Consulte BestBuy.com para obtener detalles.

## pólizas de Best Buy

Your original receipt is required for all returns, exchanges, price matches and warranty repair services. Refer to our complete policy available at our customer service desk.

### período de 30 días para devoluciones

Aceptamos devoluciones o cambios dentro de los primeros 30 días desde la fecha de compra original. Por favor, lea las excepciones a continuación [ver más]

### período de 14 días para devoluciones

Aceptamos devoluciones o cambios dentro de los primeros 14 días desde la fecha de compra original de computadoras, monitores, impresoras, computadoras de red, proyectores, cámaras digitales y detectores de radar. [ver más]

### cargo por renovación del surtido de artículos

A menos que el artículo sea defectuoso, se puede aplicar un cargo por renovación del surtido de artículos con un máximo de hasta el 15% en computadoras portátiles, videocámaras, cámaras digitales y detectores de radar. A menos que el artículo sea defectuoso, se puede aplicar un cargo por renovación del surtido de artículos de hasta el 25% en productos de productos especiales, incluyendo artículos electrónicos [ver más]

### cargo por artículo faltante o producto dañado

Se puede aplicar un cargo por artículo faltante o producto dañado en productos que no tengan su caja original, su empaque, cables, accesorios o manuales o cualquier otro que no esté "como nuevo" [ver más]

### open item exclusion

Los siguientes artículos, si están abiertos o dañados, solo se pueden cambiar por un artículo idéntico: software de computadora, películas, videojuegos y música [ver más]

Best Buy se reserva el derecho de rechazar cualquier devolución.

### información sobre la garantía

Copias de la garantía de fabricante disponibles por pedido.

### acuerdo de licencia de usuario final

Se puede solicitar el Acuerdo de licencia de usuario final de software para revisión.

### póliza de privacidad

Si desea obtener más información sobre nuestras prácticas de privacidad, comuníquese con Best Buy al 1-888-BESTBUY o visite [www.BestBuy.com](http://www.BestBuy.com).

### garantía de precio\*

Garantizamos el precio más bajo. Si, dentro de los 30 días (14 días para computadoras, monitores, computadoras portátiles, impresoras, videocámaras, cámaras digitales y detectores de radar) de su compra en Best Buy usted encuentra un precio más bajo en un competidor, le daremos el precio más bajo por un período de 20 días después de su compra (14 días en computadoras); por favor, referirse a la sección "período de 14 días para devoluciones". En otros casos, simplemente traiga evidencia de un precio más bajo de un competidor local de la misma fecha y modelo. [ver más]

Tal como la sección de garantía de precio más bajo y su recibo original de Best Buy para solicitar el reembolso. No se aplica a items especiales, artículos con descuentos o items gratuitos, ni California, a productos electrónicos y los relacionados. [ver más]

**EXHIBIT NO. 5**

## Best Buy policies

**Your original receipt is required for all returns, exchanges, price matches and warranty repair services. Refer to our complete policy available at our customer service desk.**

**30-day return period**  
We accept returns or exchanges 30 days from the original purchase. Please refer to our policy below.

**14-day return period**  
We accept returns or exchanges 14 days from the original purchase in complete, unopened, original condition and with original receipt.

**Restocking fee**  
When returning a product, the 15% restocking fee will be charged on the original purchase price. This fee will be waived on all purchases made at Best Buy. The fee will be waived on all purchases made at Best Buy. The fee will be waived on all purchases made at Best Buy.

**Missing item or damaged product fee**  
If a product is missing or damaged, we will replace it at no charge. If a product is missing or damaged, we will replace it at no charge. If a product is missing or damaged, we will replace it at no charge.

**Open item exclusion**  
The following items, if opened or damaged, are not eligible for a return: software, video games, and more.

**Best Buy reserves the right to deny any return.**

**warranty information**  
Copy of Manufacturer's Warranty for all products is available at receipt. For more information, please visit [www.bestbuy.com](http://www.bestbuy.com).

**price guarantee**  
If you are eligible, a Best Buy price match guarantee will be applied to your purchase. Please refer to our policy below.

**privacy policy**  
We are committed to protecting your privacy. Please refer to our privacy policy at [www.bestbuy.com](http://www.bestbuy.com).

**terms of use**  
Please refer to our terms of use at [www.bestbuy.com](http://www.bestbuy.com).

**our Best Buy policies may vary from store to store. Please see BestBuy.com for details.**

## pólizas de Best Buy

**Your original receipt is required for all returns, exchanges, price matches and warranty repair services. Refer to our complete policy available at our customer service desk.**

**período de 30 días para devoluciones**  
Aceptamos devoluciones o cambios dentro de los primeros 30 días desde la fecha de compra original. Por favor, consulte nuestra política de devoluciones.

**período de 14 días para devoluciones**  
Aceptamos devoluciones o cambios dentro de los primeros 14 días desde la fecha de compra original. Por favor, consulte nuestra política de devoluciones.

**cargo por renovación del surtido de artículos**  
Al devolver un artículo, se cobrará una tarifa de reposición del 15%. Esta tarifa se aplicará al precio original del artículo. Sin embargo, esta tarifa se aplicará al precio de venta actual si el artículo se encuentra en oferta.

**cargo por artículo faltante o producto dañado**  
Si un producto falta o está dañado, lo reemplazaremos sin costo. Si un producto falta o está dañado, lo reemplazaremos sin costo. Si un producto falta o está dañado, lo reemplazaremos sin costo.

**exclusión de artículos abiertos**  
Los siguientes artículos, si están abiertos o dañados, no son elegibles para devolución: software, videojuegos, entre otros.

**Best Buy se reserva el derecho de denegar cualquier devolución.**

**Best Buy reserves the right to deny any return.**

**información sobre la garantía**  
Copia de la garantía del fabricante disponible por pedido.

**acuerdo de licencia de usuario final**  
Al comprar software, aceptamos el Acuerdo de licencia de usuario final.

**póliza de privacidad**  
Somos comprometidos con la privacidad de sus datos. Consulte nuestra política de privacidad en [www.bestbuy.com](http://www.bestbuy.com).

**garantía de precio**  
Si encuentra un precio más bajo, lo igualaremos. Consulte nuestra política de garantía de precio.

**política de devoluciones**  
Consulte nuestra política de devoluciones en [www.bestbuy.com](http://www.bestbuy.com).

**Best Buy se reserva el derecho de denegar cualquier devolución.**

**EXHIBIT NO. 6**

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**(JUDGE COLLEEN MCMAHON)**

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Jennifer G. Daugherty (admitted *pro hac vice*)

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800 LaSalle Avenue

Minneapolis, MN 55402-2015

Tel: (612) 349-8500

Fax: (612) 339-4181

**ATTORNEYS FOR DEFENDANT  
BEST BUY STORES, L.P.**



**EXHIBIT NO. 7**

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**EXHIBIT NO. 9**

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ATTORNEYS FOR DEFENDANT  
BEST BUY STORES, L.P.



**CERTIFICATE OF SERVICE**

Case Name: **THOMAS JERMYN**, on behalf of himself and all others similarly situated v.  
**BEST BUY STORES, L.P.**

Court File No: **08-00214**

I hereby certify that on June 26, 2008, I electronically filed the foregoing documents: DECLARATION OF CYNTHIA COX-FEENEY, with EXHIBIT 1, EXHIBIT 2, EXHIBIT 3 (Filed Under Seal), EXHIBIT 4, EXHIBIT 5, EXHIBIT 6 (Filed Under Seal), EXHIBIT 7 (Filed Under Seal), EXHIBIT 8 (Filed Under Seal), and EXHIBIT 9 (Filed Under Seal), IN SUPPORT OF DEFENDANT BEST BUY STORES, L.P.'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S MOTION FOR CLASS CERTIFICATION (Filed Under Seal), and this Certificate of Service with the Clerk of Court using the CM/ECF System, which shall send notification of such filing to the following:

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In addition, the preceding documents were served in their entirety via electronic email and first-class mail this 26th day of June upon the following:

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